

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

<input checked="checked" type="checkbox"/> New contract	<input type="checkbox"/> OTR	<input type="checkbox"/> CO	<input type="checkbox"/> SS	<input type="checkbox"/> BW	<input type="checkbox"/> Emergency	Previous Contract/Project No:
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<input type="checkbox"/> Re-Bid	<input type="checkbox"/> Other
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LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition/Project No: RQAV1200006

Term of Contract: 3 Years with 4 One-year options-to-renew

Requisition/Project Title: Opa-Locka Tower Equipment

Description: Solicit RFP proposals to provide the FAA operational infrastructure for the newly constructed Air Traffic Control Tower at the Opa-Locka Airfield.

User Department(s): <u>MDAD</u>	Contact Person: <u>Erick Martinez</u>	Phone: <u>305-375-1075</u>
Issuing Department: <u>DPM</u>	Funding Source: <u>Proprietary Funds</u>	
Estimated Cost: <u>\$300,000</u>		

ANALYSIS

Commodity/Service No: 730		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input checked="checked" type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
EXISTING		2 ND YEAR	3 RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Erick Martinez

Date to DBD: 11/23/2011

Date Returned to DPM: _____

RECEIVED
DEPT. BUSINESS DEV.
2011 NOV 23 PM 4:39

**REQUEST FOR PROPOSALS (EPP-RFP) No. EPP-RFP788
FOR A
OPA-LOCKA AIRPORT CONTROL TOWER SOLUTION**

PRE-PROPOSAL CONFERENCE AND SITE VISIT TO BE HELD:

Wednesday, June 29, 2011 at 2:00 PM (local time)
Opa-Locka Airport Office
14201 NW Le Jeune Road
Opa-Locka, FL 33054

ISSUED BY:

Department of Procurement Management (DPM)
(Through the Expedited Purchasing Program)
for the
Miami-Dade Aviation Department

COUNTY CONTACT FOR THIS SOLICITATION:

Erick Martinez, Procurement Contracting Officer 1
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-1075
E-mail: emtnez@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

Wednesday, July 13, 2011 at 2:00 PM (Local Time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**1.1 INTRODUCTION**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Aviation Department (MDAD), is soliciting proposals to obtain a turn-key communications solution for the new airport control tower at the Opa-Locka Executive Airport. The solution to be provided is required to consist of the communications infrastructure described by the Federal Aviation Administration and miscellaneous equipment needed for the newly constructed Air Traffic Control Tower at the Opa-Locka Executive Airport.

The selected Proposer will be required to provide a commercially available turnkey solution including all required equipment, application software, implementation, planning, migration, training, documentation, and on-going software/hardware maintenance and support services throughout the initial contract term and any extensions or renewals exercised by the County.

The County anticipates awarding a contract for an initial three (3) year period, with four (4) one-year Options-to-Renew. This solicitation is being issued through the County's Expedited Purchasing Program.

The anticipated schedule for this solicitation is as follows:

Solicitation Issued: Monday, June 20, 2011

Pre-Proposal Conference

And Site Visit: See front cover for date, time and location. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the DPM ADA Coordinator at (305) 375-1564 at least five days in advance.

Deadline for Receipt of Questions: Tuesday, July 5, 2011 by 5:00PM (Local Time)

Proposal Due Date: See front cover for date, time and place.

Evaluation Process: Anticipated to begin the week of July 13, 2011

Projected Award Date: September 2011

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.

7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
8. The words "Should", "Will", "Can" are not mandatory requirements but desirable features.
9. The word "MDAD" to mean the Miami-Dade Aviation Department.
10. The word "FAA" to mean the Federal Aviation Administration.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. The County may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding on the Proposer as if submitted without exception. The County reserves the right to request and evaluate additional information from any respondent after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants and the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs and the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or

- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs and any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in

which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Expedited Purchasing Program

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The County Manager's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

2.0 SCOPE OF SERVICES

2.1 INTRODUCTION

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Aviation Department (MDAD), is soliciting proposals for a turn-key engineered, furnished, and installed Airport Control Tower Solution (Solution) to be implemented in the newly constructed Air Traffic Control Tower (ATCT) at the Opa-Locka Executive Airport. The successful proposer shall provide a Solution that conforms to the Federal Aviation Administration (FAA) operational communications infrastructure for this facility. MDAD manages the Miami International Airport as well as the other General Aviation Airports in the greater Miami-Dade area. The Opa-Locka ATCT is the first venture by MDAD into the FAA private owned ATCT program, as defined by FAA Advisory Circular 90-93A.

2.2 ATCT DRAWINGS

Attached to this solicitation are the drawings (Exhibits A – H) for the ATCT. These drawings are provided to show the room locations, furniture layout, dimensions, and elevations within the tower cab.

2.3 SOLUTION REQUIREMENTS

The selected Proposer shall perform the installation, implementation, integration, training, commissioning, maintenance, and support of the ATCT equipment. The proposed Solution should consist of the following:

- 1) Voice Communications Switching System
- 2) Low-voltage cabling installation (including permits)
- 3) Radio Systems
- 4) Equipment Racks
- 5) Recording System
- 6) Air Traffic Information Service (ATIS) Voice Announcer
- 7) Meteorological Systems
- 8) Uninterrupted Power Supply
- 9) Signal Light Gun

- 10) Ancillary Equipment/Assets
- 11) Traffic Counter
- 12) Binoculars
- 13) GPS & Digital Clock Displays
- 14) Console Flight Strip Bays and Holders

Note 1: The new tower does not require in-building coverage for public safety, UHF, or VHF frequencies. Furthermore, the County does not have requirements for an in-building Distributed Antenna System (DAS) that covers public safety frequencies for the new control tower or other facilities.

Note 2: MDAD will furnish and install the Airfield Lighting Control & Monitoring System. MDAD will furnish and install "hard wire" between the vault and the new ACTC system.

2.4 DESIRED EQUIPMENT

2.4.1 Voice Communications Switching System

The Solution shall be comprised of one (1) Telegenix Pro-Com 1800 Voice Communications System or equivalent, with three (3) operator positions (Local, Ground, Clearance Delivery). The switch shall be provided and installed in the tower cab with backroom equipment located in equipment room.

The proposed Solution should provide of the following features and functionality:

1. Solution should be capable of managing both radio communications channels and telephone lines as the equipment will be configured to manage communications for each installed radio.
2. One 4-wire Voice Page (Shout Line) circuit, one Automatic Ring-Down (ARD) line, one FAA SS-1/4 2-digit dial line, and two commercial analog telephone lines.
3. Consoles should be equipped with surface mount Touch Entry Displays (TED). Operation includes the capability of managing "Group Select" keys, which will select pre-programmed radios and one button instant call capability for all channels. TEDs will have minimum 12 assignable keys for current operations and future expansion capabilities.
4. Individual position configuration should be programmable by laptop computer.
5. Dual headset "Jackboxes" must be provided for each operating position; one with supervisory override for training purposes.
6. Individual operating positions will be equipped with internal speakers for select and unselected audio.
7. Each position must be capable of recording all communications.
8. Each position will be equipped with a "Busy Out" feature that prevents another position from transmitting on a channel in use by another position.
9. Each position will be interconnected with internal intercom for communications with other positions.

10. Backroom equipment will be located in equipment room and must interface with console touch screen input devices.
11. Solution will have remote diagnostics capable of remote monitoring, and maintenance (including software upgrades).
12. Solution will be interfaced with inverter/uninterruptible power supply unit (UPS) for un-interruptible failure during possible power outages.

2.4.2 Radio Systems

The following are the minimum radio systems that shall be provided and installed with the Solution:

1. Four (4) General Dynamics VHF Transmitters (CM-200 VT) or equivalent and three (3) General Dynamics VHF Receivers (CM-200 VR) or equivalent shall be provided and installed. The VHF transmitters and receivers will be tuned respectively to Local, Ground, Clearance Delivery and ATIS frequencies. These radios will be mounted in standard 19" equipment racks (located in equipment room). They must interface with the Voice Communications Switch, connected to the inverter/UPS system for uninterruptible power, and will be interconnected with the digital recorder system for independent recording.
2. One (1) ICOM IC-F121S VHF Transceiver or equivalent. This transceiver meets all specifications required to perform as the backup VHF radio. This radio system will be located in tower cab and connected to an external antenna for maximum coverage of the VHF frequencies. Perspective Proposers may provide a backup transceiver.
3. Two (2) ICOM IC-A6 VHF handheld Transceivers or equivalent. These transceivers provide immediate ATC communications during emergency conditions (facility evacuation).
4. Four (4) TACO VHF Omni-directional Antennas (D-5000 Series) or equivalent will be installed for above mentioned VHF radio systems. All antennas must be protected against lightning strikes.
5. Low loss coaxial cable (RG-8) with less than 2:1 VSWR will be interconnected between radio systems and antennas.
6. Three (3) WACOM tunable antenna cavity filters will be provided (if required) to eliminate possible bleed-over or cross talk between assigned VHF operator frequencies.
7. Three (3) treadle controls (foot peddle switch) for operating VHF transmitters.

2.4.3 Equipment Racks

Two (2) Mid-Atlantic 19" equipment racks or equivalent shall be provided. Equipment racks shall be securely mounted, grounded, tagged & labeled per Owner's, FAA and standard installation practices. Open frame racks are acceptable. Doors and side panels are not required.

2.4.4 Recording System

A multi-channel, multi-line digital voice recorder system, for continuous unattended recording of each position used for receiving/transmitting ATC clearances, control instructions and coordination between internal/external control positions. Capabilities must include: remote alarm, synchronized recording of time, playback without recording interruption, re-recording in a digital format, and automatic archiving. The internal storage media must be configurable to preclude the retention of data older than 45 days. Appropriate storage media must be provided (one for each 45 days, plus spares). Recorder must be capable of split (stereo) tracks to record voice on one track and a time source on the other channel. Note: Capacity to upload digital voice files in WAV format to the FAA Knowledge Services Network site.

2.4.5 ATIS Voice Announcer

One (1) Interalia ATIS Voice announcer and associated transmitter or equivalent shall be installed in equipment rack and will be interfaced with Telegenix Voice Switch System for direct operation from Operator positions. Transmitter, antenna and associated cabling and hardware will be installed as previously described with other antennas.

2.4.6 Meteorological Systems

A Columbia Orion Weather Station or equivalent shall be provided and installed. Orion Fixed-Mount Weather Display Consoles are required at two (2) positions in the tower cab (Local and Ground). Sensors are required for wind direction/wind speed, barometric pressure, temperature and relative humidity. The sensors shall be located on the airfield adjacent to the ASOS with an RF Link to the displays in the tower cab. Currently, there is an operational metrological system located a few hundred yards west of the existing temporary control tower (approximate location). Therefore, there is an electrical power source at the site. If the existing power source is not adequate for the new meteorological system, MDAD shall be responsible for providing an adequate power source.

2.4.7 Uninterrupted Power Supply

One (1) Trip-Lite Inverter/UPS systems (Model APS-2424) with associated Gel Cell DC Batteries will be installed for providing critical uninterrupted power for installed communications systems and equipment outlined in the bid package.

2.4.8 Signal Light Gun

One (1) DME/Thorne ATC Signal Light Gun (Model 401200) with rechargeable battery and charger, one (1) spare battery, one (1) stand, and (1) spare light bulb shall also be provided.

2.4.9 Ancillary Equipment/Assets

Headsets, Handsets and Microphones:

Ten (10) Plantronics (H-31C/D) Starset headsets with SHS-1890-15 PTT bottom cords; three (3) Walker (PTS-500-OP3-00) handsets, and three (3) Shure (104-C) microphones must be provided.

2.4.10 Traffic Counter

One (1) Veeder Root 6-segment air traffic counter must be provided.

2.4.11 Binoculars

Two (2) sets of Bushnell 7x50 power binoculars, or equivalent, must be provided.

2.4.12 GPS & Digital Clock Displays

One (1) Spectracom 24-hour digital clock, with built-in GPS shall be installed. Three (3) slave digital clock displays will be installed in tower cab as directed by MDAD. The GPS clock will be interfaced (via RS 232) to the digital recording system for synchronized time source.

2.4.13 Console Flight Strip Bays and Holders

Three (3) Emcore flight strip bays (1 per position) and thirty (30) flight strip holders (10 per position) will be provided and installed. The strip bays and holders are per FAA Type 4 criteria.

2.5 WARRANTY REQUIREMENTS

The selected Proposer shall provide warranties for all equipment for a period of at least one year, and shall be inclusive of any other warranty requirements which may be stipulated in the resultant contract awarded. Any warranties offered by a Proposer shall be in addition to the manufacturer's warranty, and shall not be a substitute. Proposer's base price for any product offered shall be inclusive of warranty.

2.6 MAINTENANCE & SUPPORT SERVICES

Maintenance & support services are required to be provided throughout the resultant contract term. The selected Proposer shall provide 24x7 maintenance support services. All pricing is to be included as part of the Proposal Submission Package as outlined in Form B-1. Maintenance and support services shall begin upon expiration of the initial one year warranty.

2.7 TASKS TO BE PERFORMED

The selected Proposer is expected to perform the following tasks:

1. Provide all equipment described in Section 2.6 of the solicitation.
2. Provide all components necessary for the proper operation of the proposed Solution, including any and all item not identified in these specifications which are necessary to effect operation as described.
3. Install all necessary wiring for the proper operation of the equipment.
4. Integrate all assemblies and sub-assemblies, and "Test Bed" them prior to onsite installation in order to assure MDAD receives a comprehensive inter-operative solution.
5. Obtain all required permits for low-voltage cabling.
6. Provide all software (inclusive of licenses) necessary to operate the Solution.
7. Perform entire, installation, programming, integration, and configuration of the systems

8. Perform commissioning of equipment with the FAA.
9. Perform and on-site operator training course including the training materials and documentation for the hardware and software for MDAD personnel. The training course should at a minimum include the following:
 - a. Cover the processes and procedures required to properly operate and maintain the equipment provided.
 - b. Provide hands-on training to MDAD staff on how to operate any installed software and how to troubleshoot common errors.
 - c. Train approximately eight (8) MDAD personnel.
 - d. Provide training for County system administrators.
10. Perform on-going maintenance and support services for the software and hardware after the initial warranty period expires.

2.8 DOCUMENTATION

The successful Proposer shall provide three (3) complete sets of manufacturer's technical documentation for installed equipment. Engineering drawings are to be provided illustrating the electrical power distribution system, both AC and DC, for installed equipment, and console cabinetry dimensions, layout and fabrication. Drawings are also to be provided illustrating all electronic interconnects, including demarcation points, connector blocks and pin-outs for all components.

2.9 ACCEPTANCE CRITERIA

Upon completion of the Solution installation and configuration, the selected Proposer will be required to test and demonstrate to MDAD that it has met all of the requirements set forth in this Scope of Services. The County reserves the right to develop the acceptance criteria at the time of negotiations for inclusion in the resultant contract awarded.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 **Evaluation Criteria**

Proposals will be evaluated by a Review Team which will evaluate and rank proposals on criteria listed below. The Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Review Team member.

<u>Criteria</u>	<u>Points</u>
1. Proposed approach and methodology for providing the required equipment, software, devices, training, implementation, integration, and training services for the equipment.	(40)
2. Proposer's experience, qualifications, capabilities, and past performance in providing this type of services.	(25)
3. Proposed project plan and implementation timeline	(25)
4. Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality.	(10)

4.3 **Oral Presentations**

Upon completion of the criteria evaluation indicated above, rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Review Team will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 **Selection Factor**

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by the Department of Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact the Department of Small Business Development at (305) 375-3111 or access www.miamidade.gov/sba. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference.

4.5 **Price Evaluation**

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.6 **Local Preference**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Review Team, a non-local Proposer is the highest ranked responsive and responsible Proposer,

and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Review Team will recommend that a contract be negotiated with said local Proposer.

4.7 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Review Team will evaluate, score and rank proposals, and submit the results of their evaluation to the County Manager with their recommendation. The County Manager or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Manager or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Manager's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8-1.1 and 10-33.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.8 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Manager or designee for approval. All Proposers will be notified in writing when the County Manager or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.9 Rights of Protest

- A. A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County workdays of the filing of the County Manager's recommendation. This three day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

- D. For award recommendations greater than \$250,000, the County's recommendation to award or reject will be immediately communicated (via mail, fax or e-mail) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000, each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 NW 1st Street, Miami, FL. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Solicitation.

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

A. Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the DPM website at www.miamidade.gov/dpm or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

B. Insurance Requirements

The Contractor shall furnish to the County, Department of Procurement Management, prior to the commencement of any work under any agreement, Certificate(s) of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

C. Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

6.0 ATTACHMENTS

Proposal Submission Package
Form B-1: Price Proposal Schedule
Forms A1-A6
Draft Form of Agreement
Exhibit A – Base Level Furniture Plan
Exhibit B – ATCT Cabinet Drawings
Exhibit C – System Riser Diagram
Exhibit D – ATCT Levels 1 - 3
Exhibit E – ATCT Levels 4 - 6
Exhibit F – ATCT Levels 7 - 9
Exhibit G – ATCT Levels 10 - 11
Exhibit H – Symbol Legend

PROPOSAL SUBMISSION PACKAGE
EPP-RFP788
OPA-LOCKA AIRPORT TOWER CONTROL SOLUTION

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PACKAGE completed as follows:

1. Form A-1, Cover Page of Proposal

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete the Proposer Information section following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

3. Affidavits/Acknowledgements

Complete and sign the following forms:

Form A-2, Lobbyist Registration for Oral Presentations

Form A-3, Acknowledgement of Addenda

Form A-4, Local Business Preference

Form A-5, Proposer's Disclosure of Subcontractors and Suppliers

Form A-6, Fair Subcontracting Policies

4. Form B-1, Price Proposal Schedule

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

5. Proposal Submission

Submit in hardcopy format an original, complete Proposal Submission Package and seven (7) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name
Proposer's Address
Proposer's Telephone Number

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

EPP-RFP No.: 788

EPP- RFP Title: Opa-Locka Airport Tower Control Solution

Proposal Due Date: Friday, July 13, 2011 at 2:00PM (Local Time)

Minimum Qualification Requirements

1. Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The minimum qualification requirements for this Solicitation are:
 - a. Proposer shall hold a valid General Radiotelephone Operator License (GROL) issued by the Federal Communications Commission (FCC). In order to demonstrate possession of this license, the Proposer shall provide a copy of its FCC GROL.

Proposer's Experience and Past Performance

2. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
3. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
4. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

Proposed Approach to Providing the Opa-Locka Airport Tower Equipment

5. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services (**see Section 2.0**).
6. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
7. Provide a project schedule identifying specific key tasks and duration.
8. Proposer is to identify if they have taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).
9. Proposers are to provide detailed "parts and labor" warranty information explaining their approach and methodology on how the Solution will conform to FAA standards and meet the requirements outlined.

10. Describe how on-going maintenance will be performed and provide a recommended maintenance schedule. Please elaborate on how the required 24x7 maintenance and support will be provided to the County.
11. Describe the proposed approach and methodology for providing the turnkey solution including but not limited to training, implementation, integration, and training services.

Proposed Project Plan and Implementation Timeline

12. Provide a detailed project plan that includes details as to the tasks to be accomplished, resources required, and timeline for each milestone.
13. Describe the methodology and recommended solution that your firm will use to perform the work described in the Scope of Services (Section 2.0). The Proposer shall describe its approach to project organization, responsibilities of Proposer's management, and staff personnel that will perform work on this project.
14. Provide a detailed project implementation plan and schedule identifying specific key tasks and duration, to include, but not be limited to, solution deployment, customization, testing, training, and operational "go-live" dates.
15. Specify all software, hardware requirements, and recommended architecture, needed to meet the requirements outlined in the Scope of Services (Section 2.0).
16. Provide a detailed description of Proposer's technical support services including telephone and email support, response times, escalation procedures, days and hours available, etc.
17. Provide printed photographs pertinent to the Solution that will assist evaluators in understanding the look and feel of the Solution.

Proposed Price

18. The Proposer's price shall be submitted on Form B-1 "Price Proposal Schedule". Price proposal submissions are to be inclusive of all elements required to provide a turnkey solution as stated in Section 2.0.

FORM B-1

PRICE PROPOSAL SCHEDULE

**Form B-1
Price Proposal Schedule**

OPA-LOCKA AIRPORT TOWER CONTROL SOLUTION

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. All pricing must include **all cost elements** including but not limited to any exceptions or alternatives offered, travel*, warranty, integration, maintenance, support, and professional support services provided in the Proposal response. Additional sheets may be added as applicable.

A. PROPOSED PRICE

The Proposer shall state its price for providing all equipment and services as stated in Section 2.0 - Scope of Services.

**TOTAL PROPOSED PRICE FOR THE OPA-LOCKA AIRPORT TOWER CONTROL SOLUTION FOR
THE INITIAL THREE (3) YEAR TERM:**

\$ _____

Note: A payment schedule will be negotiated with the selected Proposer and based upon project milestones and deliverables (e.g., installation, County's final acceptance of deliverables, etc).

****Note:** With respect to travel costs and travel related expenses, the Proposer shall adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

B. BREAKDOWN OF PROPOSED PRICE

The Proposer shall provide a breakdown of the "Proposed Price" stated Section A, above, as provided for in the tables below. Items that are not applicable shall be identified as "N/A"; items that are at no charge to the County shall be identified as "N/C".

DESCRIPTION	PRICE
Voice Communications Switching System	\$
Low-voltage cabling installation (including permits)	\$
Radio Systems	\$
Equipment Racks	\$
Recording System	\$

DESCRIPTION	PRICE
Air Traffic Information Service (ATIS) Voice Announcer	\$
Meteorological Systems	\$
Uninterrupted Power Supply	\$
Signal Light Gun	\$
Ancillary Equipment/Assets	\$
Traffic Counter	\$
Binoculars	\$
GPS & Digital Clock Displays	\$
Console Flight Strip Bays and Holders	\$
Federal Aviation Administration Commissioning	\$
Software License (If applicable)	\$
Implementation Services	\$
Training	\$
Travel (if applicable)	\$
Additional Costs and Fees (Please list and add additional sheets as necessary)	\$
Hardware Maintenance and Technical Support Service Fees (Initial Contract Term)	
Hardware Maintenance and Technical Support Service Fees Year 1	N/A – Warranty Period
Hardware Maintenance and Technical Support Service Fees Year 2	\$

DESCRIPTION	PRICE
Hardware Maintenance and Technical Support Service Fees Year 3	\$
Total Proposed Price:	\$

** Note: Total Proposed Price shall be equal to the Proposed Price stated in Section A above.*

PRICE BREAKDOWN FOR IMPLEMENTATION SERVICES			
Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Other	Description		Total
			\$
			\$
Grand Total for Implementation Services:			\$

PRICE BREAKDOWN FOR PROPOSED SYSTEM HARDWARE			
Hardware Manufacturer / Description	Quantity	Unit Price	Total
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

PRICE BREAKDOWN FOR PROPOSED SYSTEM HARDWARE			
Hardware Manufacturer / Description	Quantity	Unit Price	Total
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Grand Total for Proposed System Hardware:			\$

PRICE BREAKDOWN FOR TRAINING SERVICES			
Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Other	Description		Total
			\$
			\$

Grand Total for Training Services:	\$

C. OPTIONAL MAINTENANCE AND SUPPORT SERVICES

The Proposer shall state its price for providing all Optional Services and related services as provided for in the table below. **These prices should not be included in the Proposer's Total Proposed Price.** Unless otherwise negotiated by County and Contractor, these rates will remain in effect for the duration of any contract issued as a result of this RFP, including any option-to-renew periods.

OPTIONAL YEARS TO RENEW (OTR) FEE SCHEDULE*

TERM	TOTAL
OTR 1 (Hardware Maintenance & Support Services)	\$
OTR 2 (Hardware Maintenance & Support Services)	\$
OTR 3 (Hardware Maintenance & Support Services)	\$
OTR 4 (Hardware Maintenance & Support Services)	\$
Grand Total for OTR Maintenance and Support Fees:	\$

***Note: If software licenses are part of the Proposed Solution, software support fees must be included in the OTR pricing.**

D. FUTURE CONSIDERATIONS, OPTIONAL SERVICES, & COMPONENTS

Proposer must provide rates for disciplines of its personnel for any additional services and/or components requested by County which are not part of this Scope of Services, but may become necessary at a later time. Rates for additional handheld devices and software licenses are also requested should the County elect to purchase additional quantities.

Description	Proposed Rate
Project Manager	\$ Per Hour
Programmer	\$ Per Hour
Junior Programmer	\$ Per Hour
Engineer	\$ Per Hour
Consultant	\$ Per Hour
Trainer	\$ Per Hour
System Administrator	\$ Per Hour
On-Site Training (Per Day)	\$ Per Day
Software License	\$ Per Unit
Other:	\$ Per Unit
Other:	\$ Per Unit
Other:	\$ Per Unit

Description	Proposed Rate
Other:	\$ Per Unit

(Add additional items as required)

Notes:

1. *Compensation to the selected Proposer for Additional Services shall be based on the rates set forth above and the negotiate scope of work issued under the resultant contract. The selected Proposer shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project.*

Proposer: _____

Authorized Signature: _____

Print Name and Title: _____

Federal Employer Identification Number: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____

E-Mail: _____

FORMS A1-A6

Form A-1

<i>PROPOSER'S NAME (Name of firm, entity or organization):</i>		
<i>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</i>		
<i>NAME AND TITLE OF PROPOSER'S CONTACT PERSON:</i>		
Name: _____		Title: _____
<i>MAILING ADDRESS:</i>		
Street Address: _____		
City, State, Zip: _____		
<i>TELEPHONE:</i> (____) _____	<i>FAX:</i> (____) _____	<i>E-MAIL ADDRESS:</i> _____
<i>PROPOSER'S ORGANIZATIONAL STRUCTURE:</i>		
____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture		
____ Other (Explain): _____		
<i>IF CORPORATION,</i>		
Date Incorporated/Organized: _____		
State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
<i>PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</i>		
<i>LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:</i>		
<i>CRIMINAL CONVICTION DISCLOSURE:</i>		
<small>Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.</small>		
<input type="checkbox"/> Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.		
<i>PROPOSER'S AUTHORIZED SIGNATURE</i>		
The undersigned hereby certified that this proposal is submitted in response to this solicitation.		
Signed By: _____ Date: _____		
Print Name: _____ Title: _____		
<small>A-1 Rev. 1/23/07</small>		

Form A-2
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: _____ Project No.: _____
 (2) Department: _____
 (3) Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

NAME	TITLE	EMPLOYED BY	TEL. NO
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____ Title: _____
 STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,
 by _____, a _____, who is personally known
 (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
 to me or who has produced _____ as identification and who did/did not take an oath.

 (Signature of person taking acknowledgement)

 (Name of Acknowledger typed, printed or stamped)

 (Title or Rank)

 (Serial Number, if any)

Revised 2/7/02

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 200__

Addendum #2, Dated _____, 200__

Addendum #3, Dated _____, 200__

Addendum #4, Dated _____, 200__

Addendum #5, Dated _____, 200__

Addendum #6, Dated _____, 200__

Addendum #7, Dated _____, 200__

Addendum #8, Dated _____, 200__

Addendum #9, Dated _____, 200__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

A-3 - Rev. 1/27/00

Form A-4

LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

1. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address _____

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- ☐ a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
- ☐ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2009. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,

by _____ (Date)
(Affiant). He/She is personally known to me or has
presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____ Notary Seal
(State)

FORM A-5
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Name of Proposer _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract. A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature of Proposer's
Authorized Representative

Print Name

Print Title

Date

(Duplicate if additional space is needed)
Form A-5(new 5/7/99)

Form A-6

FAIR SUBCONTRACTING POLICIES
(Ordinance 97-35)

FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

DRAFT FORM OF AGREEMENT

(DRAFT FORM OF AGREEMENT)**Opa-Locka Airport Tower Control Solution**

THIS EQUIPMENT, IMPLEMENTATION, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND _____, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF _____, HAVING ITS PRINCIPAL OFFICE AT _____ (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

WHEREAS, the Contractor has offered to provide a turnkey commercially available equipment for the Opa-Locka Airport Tower, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (EPP-RFP) No. 788 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such required equipment and associated components needed to furnish the Opa-Locka Airport Tower Control Solution for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- A. County is the owner of, or has acquired rights to, the equipment provided by the Contractor (as defined below).
- B. Contractor desires to grant to the County and the County desires to obtain from the Contractor a(n) nonexclusive perpetual license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.
- C. Contractor shall provide the required maintenance and support services for the Software licensed by the County on the conditions set forth in this Agreement.

ARTICLE 1. DEFINITIONS

1.1 The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), EPP-RFP No. 788 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

1.2 "Designated Equipment" shall mean the hardware products identified on Exhibit "A" with which the Software is licensed for use by the County.

1.3 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Licensee by County in connection with the Software.

1.4 "License Fee" shall mean the annual fee associated to granting the County use of the Software as outlined in Appendix B "Price Schedule".

1.5 "Software" shall mean the computer programs in machine readable object code form listed in Exhibit "A" attached hereto and any subsequent error corrections or updates supplied to the County by the Contractor pursuant to this Agreement. Exhibit "A" may be amended from time to time by the parties in writing.

1.6 "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the licensed Software.

ARTICLE 2. GRANT OF RIGHTS

2.1 License. The License granted for Software under this Agreement authorizes the County on a nonexclusive basis to use the Software on Designated Equipment as outlined in Exhibit "A".

2.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses from the Contractor, the fees shall be according to Appendix B "Payment Schedule". All additional licenses purchased shall be documented in writing by the Contractor and amended in Exhibit "A".

ARTICLE 3. DELIVERY

3.1 Software. The Contractor shall deliver to the County a master copy of the Software licensed hereunder in object code form, suitable for reproduction, in electronic files only.

3.2 Documentation. The Contractor shall deliver copies of the associated Software Documentation to the County in an electronic format.

ARTICLE 4. AGREEMENT TERM

4.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall be for the duration of three (3) year(s). The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for four (4) additional one (1) year periods.

4.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

4.3 Notification. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 5. SUPPORT AND MAINTENANCE SERVICES

5.1 Contractor Obligations. Contractor shall provide the County with the following support and maintenance services for the products licensed by the County:

- a) Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet.
- b) Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet.
- c) Provision of available medium upgrades (version with additional / enhanced functions) for download via the Internet.
- d) Provision of available major upgrades (version with substantially enhanced volume of functions).
- e) Information via electronic communication (email) when new minor/medium/major updates are available.

The support and maintenance services listed in this clause 5.1 only comprise the products licensed by the County, but not any new products of the same product family. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products for which this Agreement has been concluded.

5.2 Telephone Support. For the term of this Agreement, Contractor shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- a) Level A: System does not work.
- b) Level B: System works with limited functions.
- c) Level C: System basically working. Just errors/problems with specific functions.

Contractor ensures the following response times (via phone or e-mail) to the County:

- a) Level A: Response within the two hours of notification (Monday - Friday, 8 a.m. until 5 p.m. local time).
- b) Level B: Response within twenty-four hours or less (Monday - Friday, 8 a.m. until 5 p.m. local time).
- c) Level C: Response within the next working (Monday - Friday, 8a.m. until 5 p.m. local time).

5.3 Email Support. For the term of this Agreement, Contractor shall provide support via email. The error and priority levels set forth in clause 5.2 above and the response times indicated therein are applicable.

5.4 Subject Matter of Support Services. The subject matter of support services in clauses 5.2 and 5.3 above is the help with installation or operation problems and alleged program errors. Installation services or other support services at the County's location are not a subject matter of this Maintenance Agreement.

5.5 Payments. Any and all support and maintenance services under this Agreement shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by Contractor as set forth in Exhibit "A".

ARTICLE 6. FEES AND PAYMENT

6.1 Hardware, Software, Maintenance and Support Service Fees. The County shall pay for the hardware, software, maintenance, and support services as set forth on Appendix B "Payment Schedule" attached hereto. All amounts payable hereunder by the County shall be payable in accordance with Appendix B "Payment Schedule". The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor or before County's approval of this Agreement shall be at the Contractor's risk and expense.

6.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

6.3 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

6.4 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All

payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade Aviation Department
Accounts Payable
PO Box 526624
Miami, FL 33152-6624

Attention: Accounts Payable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 7. INSURANCE AND INDEMNIFICATION

Proposer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Proposer or its employees, agents, servants, partners principals or subcontractors. Proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Proposer shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI DADE COUNTY RFP NUMBER AND TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Proposer of his liability and obligation under this section or under any other section of this agreement.

ARTICLE 8. DEFAULT AND TERMINATION

8.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

8.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- a) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement for convenience only, the Contractor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) All compensation pursuant to this Article are subject to audit.

8.3 Events of Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 28 (Confidentiality) or makes an assignment in violation of Article 10 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

8.4 Effective Date of Termination. Termination due to a material breach of Articles 2 (Grant of Rights) or 28 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

ARTICLE 9. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:

Miami-Dade Aviation Department
[Insert Address]

Attention:
Phone:
Fax:
E-mail:

and to the Agreement Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Erick Martinez
Phone: (305) 375- 1075
Fax: (305) 375- 5688
E-mail: emtnez@miamidade.gov

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 10. NONASSIGNABILITY

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 11. INSPECTOR GENERAL REVIEWS

11.1 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

11.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County Agreements, throughout the duration of said Agreements, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total Agreement amount which cost shall be included in the total Agreement amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Agreement renewals and extensions.

11.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following Agreements: (a) IPSIG Agreements; (b) Agreements for legal services; (c) Agreements for financial advisory services; (d) auditing Agreements; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance Agreements; (h) revenue-generating Agreements; (i) Agreements where an IPSIG is assigned at the time the Agreement is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted Agreement at the time of award

11.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County Agreements including, but not limited to, those Agreements specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Agreements, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.

- a) Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 12. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in Agreement, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 13. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
- b) Conflict of Interest
14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 14. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to

the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 15. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 16. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 17. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 18. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of

experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 19. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 20. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 21. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 22. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 23. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 24. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 25. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance

of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROJECTS AND SERVICES

The parties anticipate that from time to time they will be in contact regarding the County's needs for assistance on clearly defined Projects ("Projects") in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities ("Services").

ARTICLE 30. STATEMENT OF WORK

Prior to the commencement of Services for any Project, the County and the Contractor shall mutually agree upon the terms and conditions required to complete a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement.

ARTICLE 31. REVIEWING DELIVERABLES

The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in the Scope of Services, and as specified herein. The Contractor understands that the County shall have final approval on all Deliverables.

In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with:

- i. a written notification of the County's approval,
- ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,
- iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The Contractor understands that failure by the County to provide a notice of approval does not constitute approval.

Furthermore:

- a) For each Deliverable made hereunder, the County shall have thirty (30) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.
- b) Unless an extension of time has been granted by the County pursuant to Article 37 "Extension of Time", within five business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.
- c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:
 - Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,
 - Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval. Any suspension of the Work under this provision shall not alter the County's contractual right to declare the Contractor in default in the event that the Work is not completed in accordance with other provisions of this Agreement.
- d) The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 32. DELIVERY AND INSTALLATION

- a) All Equipment and Deliverables the County ordered shall be delivered F.O.B. Destination. The County shall accept or reject the Equipment and Deliverables within ten (10) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to make delivery within the time specified in the applicable Work Order, or if the Equipment and/or Deliverable delivered fails to conform to the requirements hereof in quality, number or otherwise or are found to be defective in material or workmanship, then the County may reject the delivered Equipment and/or Deliverable or may accept any item and reject the balance of the delivered Equipment and/or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver replacement Equipment and/or Deliverables for such items of rejected Deliverables and/or Equipment within fifteen (15) Days of Contractor's receipt of the County's rejection notice.
- c) The County may delay delivery of ordered Equipment, and/or Deliverables or any portion thereof, for up to sixty (60) days at no additional cost to the County, by giving written notice to the Contractor of its desire to delay delivery at least ten (10) days prior to the Scheduled Delivery Date set forth in the Order. In the event of such delay, the County will provide the Contractor with a new delivery date for such Equipment and/or Deliverables or portion thereof as soon as reasonably possible, but in no event later than ten (10) Days following the County's receipt of notice of the Contractor's desire to delay delivery.
- d) The Contractor shall deliver all ordered Equipment and Deliverables no later than thirty (30) days from the order date.

- e) The Contractor shall bear the risk of loss or damage to delivered Equipment and Deliverables until the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance test at the applicable site, whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.
- f) Contractor agrees to install the Equipment at the applicable Site set forth in the Contract. Contractor agrees to commence installation of the Equipment as soon after delivery as is possible, but in no event later than five (5) Days after delivery, or unless a different time for installation is otherwise mutually agreed upon by the parties hereto. All installation work will be performed during normal business hours. Contractor shall diligently pursue and complete such installation without interruption and in accordance with the Implementation Schedule, so that such Equipment is in good working order and ready for use by the Installation Date set forth in the Implementation Schedule.
 - 1. Contractor agrees to do all things necessary for proper installation and to perform its installation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work at the Site(s) to complete Equipment installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and other contractors. Contractor shall provide all materials necessary to proper installation of the Equipment. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the installation services described herein. Contractor agrees that all installation work will be performed neatly and at all times Contractor shall keep Site(s) free from waste materials and rubbish resulting from the services being performed by Contractor.
 - 2. Unless otherwise agreed to by the County, Contractor agrees as part of the installation process, to perform installation services, including, but not limited to, the following: (a) receipt and inventorying of materials; (b) unloading and uncrating of all Equipment and Equipment; (c) running of cables; (d) installation and testing of batteries, chargers and power boards; (e) running of power cables; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (g) any additional services necessary to ensure Contractor's compliance with this Article.
 - 3. All cabling provided by Contractor shall be neatly laced, as applicable, dressed, sheathed and adequately supported. When required by local codes, Contractor agrees to provide cables with a flame resistant sheath. All cabling outside any room in which Equipment is located shall be connected in conduits, raceways or runways unless otherwise agreed to in writing by the County. If required by any applicable Federal, State or local laws or codes, Contractor shall ensure that all items of Equipment are firmly held in place in a manner so as to protect such Equipment from seismic shock. In this regard, Contractor agrees to provide fastenings and supports adequate to support Equipment loads with an ample safety margin.
- g) Installation testing shall consist of the tests described in Contractor's proposal dated, which are to be conducted by Contractor and observed by the County. The purpose of these tests is to demonstrate the complete operability of the System(s) in conformance with the requirements of the Contract. This will include an actual demonstration of all required Equipment features. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

ARTICLE 33. SYSTEM(S) WARRANTIES

- a) Contractor hereby represents and warrants to the County that Contractor has reviewed and evaluated all information furnished by the County and has made all inquiries necessary such that Contractor is fully aware of the County's business requirements and intended uses of the System(s) as set forth or referenced in this Agreement. Accordingly, the System(s) shall satisfy such requirements in all material

respects and will be fit for such intended uses. Based on the Contractor's analysis of the Contract Documents, the Contractor hereby represents and warrants to the County that the System(s), as described in the Scope of Services, will meet the County's objectives as set forth in the Contract and that the Contractor is not aware of any material discrepancies among the County's objectives as set forth in the Scope of Services.

- b) Contractor hereby warrants to the County that the System(s) to be furnished hereunder, shall for a period of one (1) year from the applicable System Acceptance Date, (i) operate at the dependability levels specified in the Scope of Services; (ii) operate as fully integrated System(s) with each component thereof functioning completely and in conjunction with each of the other components of the System(s).
- c) For a period of one (1) year from the applicable System Acceptance Date, Contractor warrants that the portions of the System(s) which were the subject of such System Acceptance Test shall conform to the requirements of the Scope of Services and shall meet the functional, performance and reliability requirements of the County as set forth in the applicable portions of the Scope of Services and the Contractor's proposal. During such one (1) year period, Contractor will, at no charge to the County, furnish such materials and services as shall be necessary to correct any System(s) defects and maintain the System(s) in accordance with the foregoing system(s) warranty of this subparagraph d).
- d) The performance standards for the System(s) are as set forth in the Contract. Contractor represents and warrants that the System(s) have been configured so that such System(s) performance standards are capable of being met. Such System(s) performance standards shall include, but not be limited to, Contractor's warranty that the System(s) has been properly configured to be capable of handling both the current and the anticipated volumes of transactions specified in the Scope of Services.

ARTICLE 34. EQUIPMENT WARRANTY

- a) The Contractor warrants, for a period of one (1) year from the County's Final System Acceptance, that any Equipment, Hardware and related Software provided by the Contractor shall:
 - (i) Be free from defects in material and workmanship under normal use and remain in good working order, wear and tear excepted;
 - (ii) Function properly and in conformity with the warranties in this Agreement;
 - (iii) Meet the performance standards set forth in the Scope of Work and the Original Equipment Manufacture's published specifications.
- b) During the Warranty Period, Contractor agrees to use all reasonable efforts and resources to provide to the County all corrections and/or modifications necessary to correct problems with the Hardware or Equipment provided by the Contractor that are reported to Contractor, at no additional cost to the price identified in the Price Schedule.
- c) During the Warranty Period, Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the Hardware, Equipment and related Software it provides.
- d) In the event the Contractor's Hardware or Equipment does not satisfy the conditions of performance, the Contractor's obligation is to provide repair at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof.

ARTICLE 35. THIRD PARTY WARRANTIES

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractors' and suppliers' warranties and representations with respect to the Equipment provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Articles 33 "System(s) Warranties", and 34 "Equipment Warranty".

ARTICLE 36. TESTS

- a) Each System provided to the County and installed at a specific site will be subject to several tests, including a System Acceptance test as further defined in the Scope of Service and Contractor's proposal. In order to assure System performance, the County will require a sequence of tests that shall be conducted at no additional cost the County.
- b) Prior to shipment, Contractor shall fully inspect and test the first article when first ordered by the County, and provide evidence thereof in the form of an inspection and/or test report that the items perform in accordance with the Original Equipment Manufacturers specifications and the requirements set forth in the Scope of Services. Failure of the Equipment to satisfy the criteria of the timeframe set forth in the Implementation Schedule may be considered a breach of this Agreement as further described in Article 25 "Event of Default."
- c) Upon issuance, the County's written approval of the User Acceptance Test results, Contractor may commence to furnish, deliver, and install System(s) and Equipment provided that Orders have been issued by the County.

ARTICLE 37. EXTENSION OF TIME

- a. If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of Work may be extended by the County in the reasonable exercise of its discretion for such reasonable time as the County may determine, subject to the following conditions:
 - i. The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and
 - ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and
 - iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
 - iv. The Contractor has provided a written request and other information to the County, as described in subsection (d) below, within ten (10) days after the time the Contractor knows or reasonably should have known of any cause which might result in a delay for which the Contractor may request an extension of time. The Contractor shall specifically state in such notice that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the notice. If the Contractor shall fail to give the foregoing notice, the right to request an extension for such cause shall be waived. All of the conditions of this subsection (a) must be met in order to be deemed an Excusable Delay.
- b. All references in this Article to the Contractor shall be deemed to include subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.
- c. The period of any extension of time shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.
- d. The County may require the Contractor to furnish such additional information or documentation, as the County shall reasonably deem necessary or helpful in considering a extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.
- e. Within thirty (30) days of its receipt of all information and documentation as may be required by the

County, the County shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.

- f. Since the granting of an extension of time may materially alter the scheduling plans and other actions of the County and since, with sufficient notice, the County might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in subsection (a.) (iv.) above shall be a condition precedent to the Contractor's rights hereunder.
- g. Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Services, the Contractor shall promptly give the County a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.
- h. Neither permitting the Contractor to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to Article 38 "Extension of Time Not Cumulative") nor the making of any payments to the Contractor shall compromise the County's contractual right to declare the Contractor in default.

ARTICLE 38. EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 37 "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

ARTICLE 39. NO DAMAGES FOR DELAY

The Contractor hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the County, or any of its representatives or other contractors, and agree that any such claim shall be fully compensated for by an extension of time to complete performance of the Work, as provided for in Articles 37 and 38 "Extension of Time", Extension of "Time Not Cumulative", and "No Damages for Delay".

ARTICLE 40. CHANGES AND EXTRA WORK

- a. The County reserves the right to order changes which may result in additions to, reductions to or deletions from the amount, type or value of the Equipment or Work required by this Agreement. Any such work shall be known as "Extra Work". It is understood and agreed by the Contractor that the amount to be paid or deducted from payment by the County for Extra Work shall be computed on the basis of the applicable rates set forth in the Price Schedule for equivalent items as determined by the Project Manager. Extra Work so ordered must be performed by the Contractor.
- b. No Extra Work shall be performed except pursuant to written orders of the Project Manager expressly and unmistakably indicating his intention to treat the work described therein as Extra Work. In the absence of such an order, if the Project Manager shall direct, order or require any work which the Contractor deems to be Extra Work, the Contractor shall nevertheless comply therewith and shall promptly, and in no event after beginning the performance thereof or incurring cost attributable thereto, give written notice to the Project Manager stating why he/she deems such work (hereinafter "Disputed Work") to be Extra Work. Said notice is for the purposes of (1) affording an opportunity to Project Manager to cancel promptly such order, direction or requirement; (2) affording an opportunity to the Project Manager to keep an accurate record of the materials, labor and other items involved; and (3) affording an opportunity to the County to take such action as it may deem advisable in light of such disputed work.
- c. No change in or modification, termination or discharge of this Agreement in any form whatsoever, shall

be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative; provided, however, that any change in or modification, termination or discharge of this Agreement, expressly provided for in this Agreement shall be effective as so provided. The County may only be bound hereunder by a properly authorized officer of the County.

- d. In the event that the County shall order Extra Work for which there are no applicable rates set forth in the Price Schedule for equivalent items as determined by the Project Manager, it is understood and agreed by the Contractor that the County and the Contractor shall negotiate a mutually agreeable price to be paid by the County for the Contractor's performance of such Extra Work.

ARTICLE 41. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war.

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IN WITNESS WHEREOF; the parties have executed this Agreement effective as of the Agreement date herein set forth below.

CONTRACTOR

MIAMI-DADE COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Corporate Secretary

Attest: _____

Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

Walters, Vivian (SPEE)

From: Martinez, Erick (ISD)
Sent: Wednesday, November 23, 2011 2:35 PM
To: Walters, Vivian (SPEE)
Subject: RQAV1200006 - Opa Locka Airport Control Tower Solution
Attachments: Opa Locka Airport Control Tower Solution - (11-22-11).doc; Contract Project Measure Analysis.doc

Good afternoon Vivian,

Please provide a recommendation for small business measures.

Thank you,

Erick Martinez
Procurement Contracting Officer 1
Miami-Dade County
Internal Services Department
Team 2
Tel: (305) 375-1075

"Delivering Excellence Every Day."